



Order Filed on July 29, 2020
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

**Caption in Compliance with
D.N.J.LBR 9004-1**

STEWART LEGAL GROUP, P.L.
Formed in the State of Florida
Gavin N. Stewart, Esq.
Of Counsel to Bonial & Associates, P.C.
401 East Jackson Street, Suite 2340
Tampa, FL 33602
Tel: 813-371-1231/Fax: 813-371-1232
E-mail: gavin@stewartlegalgroup.com
Attorney for Secured Creditor

In re:

Steven Mokienko

Debtor.

Chapter: 13

Case No.: 17-21582-JNP

Hearing Date: August 4, 2020

Judge Jerrold N. Poslusny Jr.

CONSENT ORDER RESOLVING CERTIFICATION OF DEFAULT

The relief set forth on the following page is hereby **ORDERED**.

DATED: July 29, 2020

A handwritten signature in black ink, appearing to read "Jerrold N. Poslusny, Jr.", is written over a horizontal line.

Honorable Jerrold N. Poslusny, Jr.
United States Bankruptcy Court

Debtor: Steven Mokienko
Case No.: 17-21582-JNP
Caption of Order: **CONSENT ORDER RESOLVING CERTIFICATION OF
DEFAULT**

THIS MATTER having been opened to the Court upon the Certification of Default (“COD”) filed by Specialized Loan Servicing, LLC servicing agent for Lehman XS Trust Mortgage Pass-Through Certificates, Series 2005-7N, U.S. Bank National Association, as Trustee (“Movant”), and whereas the post-petition arrearage was **\$4,080.30** as of July 14, 2020, and whereas the Debtor and Creditor seek to resolve the COD, it is hereby **ORDERED**:

1. The automatic stay provided under 11 U.S.C. §362(a) shall remain in effect as to Movant’s interest in the following property: 99 Glasgow Road, Williamstown, NJ 08094 (“Property”) provided that the Debtor complies with the following:

- a. Beginning with the August 1, 2020 payment, the Debtor shall cure the post-remaining petition arrearage amount of \$4,080.30 by making six (6) consecutive monthly payments of \$680.05 each until the arrearage is paid in full;
- b. The Debtor shall resume making the regular contractual monthly payments directly to Creditor as each becomes due, beginning with the August 1, 2020 payment and continuing thereon per the terms of the underlying loan; and
- c. Remain current on all post-petition payment obligations, as well as all payments being paid through the Chapter 13 Plan.

2. The Debtor will be in default under the Consent Order in the event that the Debtors fail to comply with the payment terms and conditions set forth in above paragraphs and/or if the Debtor fails to make any payment due to Movant under the Chapter 13 Plan.

3. If the Debtor fails to cure the default within thirty (30) days from the date of default, Movant may submit a Certificate of Default to the Court on fourteen (14) days’ notice to counsel

for Debtor and the Chapter 13 Trustee for an order lifting the automatic stay imposed under 11 U.S.C. §362(a) permitting Movant to exercise any rights under the loan documents with respect to the Property.

4. Movant is awarded reimbursement of attorney fees and costs in the amount of \$350.00 and \$181.00, respectfully to be paid through the Chapter 13 Plan.

STIPULATED AND AGREED:

/s/Cory F. Woerner

Cory F. Woerner, Esq.
Law Offices of Seymour Wasserstrum
205 West Landis Avenue
Vineland, NJ 08360
Counsel for Debtor

/s/Gavin N. Stewart

Gavin N. Stewart, Esq.
Stewart Legal Group, P.L.
401 East Jackson Street, Suite 2340
Tampa, FL 33602
Counsel for Creditor